

# BOARD OF COUNTY COMMISSIONERS, GULF COUNTY, FLORIDA REQUEST FOR PROPOSAL FOR INMATE COMMISSARY SERVICES

**RFP NO: 13-10** 

The Board of County Commissioners, Gulf County, Florida (the "County") is seeking proposals from qualified individuals or organizations to provide commissary services for the inmates incarcerated in the Gulf County Detention Facility, located at 1000 Cecil G. Costin Sr., Blvd., Port St. Joe, Florida 32456.

RFP DEADLINE: May 10, 2013 no later than 4:30PM local time and will be opened on Monday, May 13, 2013.

LATE PROPOSALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.

To be considered, Proposer must submit an original and five (5) copies of the RFP in a sealed envelope or package, clearly marked with the Proposer's name, address, and the words "INMATE COMMISSARY SERVICES" addressed to: Gulf County Clerk of Court, 1000 Cecil G. Costin Sr., Blvd., Rm 148, Port St. Joe, Florida 32456.

Questions may be directed to Michael Hammond, (850) 227-1124 or via email at <a href="mailto:mhammond@gulfcounty-fl.gov">mhammond@gulfcounty-fl.gov</a>.

Tynalin Smiley Chairman Rebecca Norris Clerk

Post in Legals: April 25 & May 2, 2013 Bill: Gulf County Detention Facility

Ad #:

## GULF COUNTY DETENTION FACILITY INMATE COMMISSARY SERVICES SPECIFICATIONS RFP#: 13-\_\_

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#### SECTION 1 – INTRODUCTION

#### 1.1 **PURPOSE**:

Gulf County is requesting proposals from qualified offerors to provide a full range of commissary services for the inmates located at the Gulf County Detention Facility at 1000 Cecil G. Costin Sr., Blvd., Port St. Joe, Florida, 32456. Average daily inmate population is 20-30 with average weekly orders of \$717.

#### SECTION 2 – SCOPE OF WORK

#### 2.1 SERVICES REQUIRED:

The contractor will be expected to provide the following services as part of the commissary program.

- Vendor shall maintain on its own premises, off-site of the Gulf County Detention Facility, a large selection of items to be made available through the commissary program. The County shall approve all items to be made available. Purchase and payment for inventory and stock shall be the sole responsibility of the Vendor.
- Inmates will be able to purchase goods from the commissary at least once per week. All sales will be made via order forms or an automated order user interface including but not limited to telephone interface provided by the Vendor. Said forms or automated order interface shall show items available at their current price. Vendor will package and seal orders and deliver filled orders no more than (2) business days, one day is preferred, after order is placed.
- Provide, purchase and maintain custody of inventory and deliver items mutually agreed upon between the Vendor and the County to the inmates of Gulf County Detention Facility.
- Commissary service shall start within thirty (30) calendar days of execution of the contract.
- Vendor shall assume full responsibility for the actions of its personnel who may be present at Gulf County Detention Facility, all of whom shall be subject to background checks and approval by the County.

#### 2.2 INMATE ACCOUNTS SYSTEM REQUIREMENTS:

- The Vendor shall provide all hardware and software for a computerized inmates accounts system to keep accurate and complete records of all commissary activity and balances of individual inmate accounts. The system shall be approved by the County.
- The system shall allow a corrections staff person to open an inmate account by using the inmate identification number at the time of booking and then to enter into the computer system the amount of money in the inmate's possession at that time.
- The system shall allow for at least the following functionally and types of transactions to occur on the inmate's account; add funds to an account, draw funds from account, close an account with a detailed statement and pay the inmate's balance by debit card or check.
- The system shall allow for the ability to post daily deposits, medical fees, dental fees, administrative fees and miscellaneous debits/credits. Also provide flexibility in charging daily subsistence fees to differentiate between those we do not charge.
- The system shall provide various levels of security, including password control. These levels will have the capability to be customized by the Warden or his designee.
- The Vendor shall provide continuing support for the software and hardware throughout the length of the contract. Support to include system problems, updates and enhancements to the software.

 The system shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. Audit trail reports should include operation identification, date of all entries and updates to records.

#### 2.3 QUALIFICATIONS:

- Vendor shall provide number of years in business.
- Vendor shall provide number of facilities currently being services of same size and volume similar to Gulf County.
- Vendor shall provide list of current customers with contact information to include contact name, phone number and address.
- Shall provide a minimum of three (3) references for provision of commissary services.

#### 2.4 RESPONSIBILITIES OF VENDOR:

- The Vendor will provide new computer/software equipment that will transmit orders directly to Vendor. The Vendor will use a program that is established and supported with technical staff sufficient to provide continuous support and upgrades to the system.
- If order forms are used, the Vendor will provide enough order forms that each inmate will be provided one each week. The order forms will be one
- page in length and will document any restriction on the form. The facility will determine the spending limit of each order as well as any restrictions. Restrictions may be determined individually or by housing section. Each order form will list inmate's name, date of order, housing section, total cost of sale.
- Secure and pay all Federal, State taxes and local license, permits and fees required for the delivery of commissary services. Such taxes and license shall be secured and paid for the by vendor during the entire contract period.
- Provide to the Warden or his designee monthly reports on gross sales, line item sales amounts, and number of welfare transactions.
   Must have capability to allow for customer generated customized reports.
- The Vendor shall retain all such records for a period of five (5) years and these records is made available upon request of the Warden staff within one week.
- All Vendor's employees are required to have passed drug testing procedures and may have background checks done by the County if necessary.
- Vendor responsible for package of products to ensure minimal breakage and damage during transport.

#### 2.5 PRICES:

The prices quoted shall be firm for the first twelve months of the contract. Prices shall be subject to adjustments after the first twelve months in proportion to an increase or decrease in cost of product and supplies or cost of labor. Any significant changes to the scope of services will require price adjustments negotiated and agreed upon by both parties.

#### **2.6 DELIVERIES:**

Delivery of all commissary items will be made to the facility through the loading dock in the rear of the jail. All orders must be packaged individually by inmate name in clear plastic sealed bags. Each bag will contain a printed receipt form identifying all items purchased and their cost with the inmate name and housing section. The bags are to be organized by housing section. The delivery must occur within two (2) business days of order placed, preferably one business day. Deliveries are to be made between the hours of 7:00AM - 11:00AM local time.

The Vendor will provide locking rolling carts that will contain commissary items until delivery to the inmate.

The facility staff will be responsible for the delivery to the inmate in their housing section.

#### 2.7 SELECTION CRITERIA:

The selected Vendor will be given written notification of being selected by the County. The County will negotiate and execute a contract with the selected firm prior to the beginning of the actual services. Should negotiations fail, the County will negotiate with other highly ranked companies. Companies shall be ranked on the following:

<u>Criteria</u>	<b>Points</b>
Commission percentage to County	35
Technology	25
Vendor's demonstrated experience and expertise	
in correctional facilities of same size and volume	15
Delivery time of commissary goods	15
Past history and references	4
Suggested product list.	3
Price and quality of products.	3

#### SECTION 3 - PROCUREMENT RULES AND INFORMATION

#### 3.1 Contact Person(s):

Michael Hammond, Warden 1000 Cecil G. Costin Sr., Blvd. Port St. Joe, FL 32456 850-227-1124 ext. 1326/1311

Fax: 850-227-1128

Email: mhammond@gulfcounty-fl.gov

All technical questions regarding this Request should be directed in writing; preferably by email to the Contact Person(s). **Questions shall be submitted no later than 12:00 Noon (local time) on May 1, 2013**. Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and us are not.

#### 3.2 CALENDAR EVENTS:

DATE/TIME	ACTION
May 10, 2013, 4:30PM local time	Proposal Close
May 13, 2013, 10:00AM local time	Proposals Opened
May 28, 2013, 4:30PM local time	Tentative Notice of Award
July 1, 2013, 4:30PM local time	Completion Date

#### 3.3 SUBMISSION OF PROPOSAL:

In order to expedite the evaluation of proposals, it is essential that proposals follow the format and instructions herein.

#### 3.4 PROPOSAL CONTENT:

Submitted proposal shall contain the following information; failure to submit may result in proposal being found non-responsive. Interested offeror's shall submit an original plus five (5) copies.

- Cover sheet. General history and description of the offeror's firm, including at least three (3) references for provision of commissary services in jail facilities currently under active contracts. Include the facility location, name and telephone number of contact persons. In addition, provide a list of contracts that your organization has lost in the past three (3) years and the reason why.
- Describe billing and accounting system.
- Description of delivery schedule of commissary items.
- Description of quality and inventory control methods.
- Sample menu of commissary items proposed to the inmates, including proposed pricing for each item, package size, and brand name.
- Sample of ordering form.
- Describe in detail the inmate account management system. Include descriptions of both the operational functions as well as the security and accounting features.
- Proposed percentage of monthly gross sales amount that will be retained by the Detention Facility as a commission.
- Method by which to correct mistakes, shortages and/or conflicts as they occur.
- Type of computer/software that will be utilized to ensure capability with County's IT Department. Cost to County, if any, for the installation of computer hardware and software.

#### 3.5 PROPOSAL OPENING:

Proposals will be accepted until 10th day of May, 2013 no later than **4:30PM** and will be opened on Monday, May 13, 2013 at 10:00 AM local time.

Proposals are due at the time and date specified. **Proposals received late will not be considered and will be marked as LATE.** 

Any person with a qualified disability requiring special accommodations at the proposal opening should contact the Gulf County Clerk's Office at 850-229-6112 at least five (5) working days prior to the event.

#### 3.6 INSURANCE REQUIREMENTS:

VENDOR shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, and other insurance as is appropriate for the Project being performed hereunder by VENDOR, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

- Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
- 2. Comprehensive General Liability Coverage must include:
  - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, the general liability insurance requirement is \$300,000.00.
  - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
- 3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
  - a. \$300,000 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicles.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.

#### 3.7 COST OF PREPARING PROPOSALS:

The County is not liable for any costs incurred by the proposer in responding to this RFP, including those for oral presentations.

#### 3.8 DISPOSAL OF PROPOSAL:

All proposals become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

Any submitted proposal shall remain a valid proposal for sixty (60) calendar days after the submission date.

#### 3.9 PROPOSAL RULES FOR WITHDRAWAL:

A proposal may not be withdrawn for a period of sixty (60) calendar days after the date of the RFP opening.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals.

#### 3.10 REJECTION OF PROPOSAL:

The County reserves the right to accept or reject any all proposals as may be deemed necessary by the County to be in its best interest.

#### 3.11 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the proposal as a result of any discussion with any county employee or commissioner. Only those communications from proposers, which are signed and in writing will be recognized by the County, as duly authorized expressions on behalf of the Proposer. Oral and other interpretations or clarifications will be without legal effect.

#### 3.12 SALES AND USE TAX:

The PROPOSER agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the PROPOSER are included in the stated proposal price for the Project. The County is tax exempt from federal excise and state sales tax.

#### **3.13 PUBLIC ENTITY CRIMES:**

The PROPOSER must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### 3.14 DRUG FREE WORKPLACE:

The PROPOSER must complete the County's Drug Free Workplace Certification form, attached and made a part of the proposal. According to Gulf County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

#### 3.15 ADDENDUMS

The County may issue Addendums to modify the proposal as deemed appropriate.

Addendums and clarification to this RFP along with and Addendum Acknowledgement Form will be mailed to all vendors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal. Attached is a sample of the Addendum Acknowledge Form.

#### 3.16 LOCAL VENDOR PREFERENCE:

Award of the contract for this project shall be subject to local preference in accordance with the Gulf County Local Bidders Preference Policy. Application for Local Preference is attached to this Request for Proposal.

#### **3.17 PROTEST:**

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted with the Clerk of Court within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Clerk's Office within ten (10) calendar days after filing written notice of intent.

#### 3.18 BOND:

All proposals shall be accompanied by a proposal security in an amount not less than five percent (5%) of the proposed amount (if proposal is \$100,000 or more), payable to the Board of County Commissioners, Gulf County.

#### 3.19 INDEMNIFICATION:

Contractor shall indemnify and save harmless the County, its officers, agents, and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any persons, including

employees of Contractor or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Contractor's, or any subcontractor or supplier of contractor, negligent performance or non-performance of the Project; (b) Defective Work, whether by Contractor, or any subcontractor or supplier of Contractor; (c) the failure of contractor of any subcontractor of Contractor to provide a safe work place; (d) noncompliance with federal, state, and local laws and regulations by Contractor, or any subcontractor or supplier of Contractor; (e) the failure of Contractor, or any subcontractor, or supplier of Contractor to obtain or renew the insurance coverage's required by the Contract Documents; or (f) claims for damages to the Project itself, and claims for any other costs which any of them may incur arising from failure, neglect, or refusal of Contractor to faithfully perform the Project and other obligations under the Contract Documents. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided Contractor shall not be required to indemnify the County for the County's own negligence. Contractor shall, at its own cost and expense, defend such claims, actions or proceedings which are subject to this indemnification agreement, whether groundless or not, which may be commenced against the County and Contractor shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit, excluding that proportion of any judgment for which the County may be found negligent, and defray any and all expenses including costs and attorney's fees, which may be incurred in or be reason of such action, claim, proceeding or suit. The County and Contractor agree that one percent (1%) of the total compensation to the Contractor for performance of this contract is the specific consideration from the County to the Contractor for Contractor's indemnity agreement.

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Project or the incorporation in the Project of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless the County, its officers, Commissioners, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement or patent rights or copyrights incident to the use in the performance of the Project or resulting from the incorporation in the Project of any invention, design, process, product or device not specified in the Contract Documents.

### SECTION 4 – CONTENTS OF PROPOSAL

This section contains instructions regarding the format of the RFP that are to be submitted.

#### **4.1 FORMS**:

It is MANDATORY that vendor's return the Request for Proposal cover sheet with their proposal. A representative who is authorized to contractually bind the vendor shall sign the Proposal.

It is MANDATORY that vendors return the Drug-Free Workplace Certification Form along with the Public Entity Crime Form.

#### **4.2** CONTACTS FOR CONTRACT ADMINISTRATION:

Proposers shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activities of the contract.

## SECTION 5 - AWARD OF PROPOSAL

The Board will award this RFP to the responsive proposer with the best cumulative price and meets the County's needs. In the event the best proposer is found to be non-responsive, the County may proceed to the next best responsive proposer and continue the award process. Before a contract will be awarded for the services contemplated herein, the County will conduct such investigations as is necessary to determine the

performance record and ability of the apparent low bidder/proposer to perform the type of services under the contract. County reserves the right to reject bids/proposal from bidder/proposer who's Dun & Bradstreet Comprehensive Report, past performance, including timeliness of completion of projects, and/or payment history of subcontractors or materialmen is deemed by the County to be unsatisfactory. Upon request the bidder/proposer shall submit such information as deemed necessary by the County evaluate the bidder's/proposer's qualifications. There is no obligation on the part of the County to award the proposal to the lowest proposal.

#### **5.1 IDENTICAL TIE PROPOSALS:**

In the event of a tie between identical proposals from this Request for Proposal, the Board shall decide the final determination of the award.

#### **SECTION 6 – TERMS AND CONDITIONS:**

#### **6.1 TERMINATION OF CONTRACT:**

The County may terminate this Agreement at any time with or without cause, or with or without prior notice when it is in the best interest of the County.

#### **6.2 TERMS**:

The term of this contract shall be for one (1) year-beginning on the date of its complete execution with an option to renew for one (1) additional terms of one year (1) at the sole discretion of the County, unless earlier terminated by the Board of the County Commissioners.

# Information Sheet For Transactions and Conveyances Corporate Identification

The following information will be provided to Gulf County for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state of federal government,

(Please circle one)	
Is this a Florida Corporation: Yes or No	
If not a Florida Corporation,  In what state was it created:	
Name as spelled in that State:	
What Kind of corporation is it: "For Profit" or "Not for Profit"	
Is it in good standing: Yes or No	
Authorized to transact business In Florida: Yes or <u>No</u>	
State of Florida Department of State of Certificate of Authority Document No:	
Does it use a registered fictitious name: Yes or No	
Name of Officers:	
President: Secretary: Treasurer: Directory	
Vice President: Treasurer:	
Director:Director:	
Other: Other:	
Name of Corporation (As used in Florida):  (spelled exactly as it is registered with the state or federal government)	
Corporate Address: Post Office Box:	
Post Office Box: City, State, Zip	
Street Address:	
City, State, Zip:  (Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)	
Federal Identification Number:	
(For all instruments to be recorded, taxpayer's identification is needed)	
Name of individual who will sign the instrument on behalf of the company:	
(Upon Certification of Award, the President or Vice-President shall sign Contract. Any other officer shall have per	
via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a	copy of the
resolution together with the executed contract to the Office of Purchasing)	
(Spelled exactly as it would appear on the instrument)	
Title of the individual named above who will sign on behalf of the company:	

# CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.
NAME:
TITLE:
COMPANY NAME:
ADDRESS:
TELEPHONE NUMBER:
FAX NUMBER:
EMAIL:
SIGNATURE:

# PROPOSAL FEE SCHEDULE

FIRM:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
SIGNATURE:	
COMMISSION FEE: \$	
MUST ATTACH COPY OF COMMISSARY MENU, FAILURE TO DO SO MAY BEING FOUND NON-RESPONSIVE.	RESULT IN PROPOSAL

#### PUBLIC ENTITY CRIMES

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,

Gulf County, Florida by	
(print individual's name and title)	
for	
(print name of entity submitting sworn statement)	
Whose business address is	
and (if applicable) its Federal Employer Identification Number (FEIN) is	
; (if the entity has no FEIN, include the Social Security I	Number
of individual signing this sworn statement:	).

I understand that a "public entity crime" as defined in Paragraph 287.133(I ((g), Florida Statutes, means a violation of any state or Federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph 287.133(l)(a) Florida Statutes, means:

A predecessor or successor of a person convicted of a public crime; or; an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons

when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or have the United Sates with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a pubic entity. The term "person" includes those officers, directors, executives, partners,\shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach acopy of the final order.

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

	Name of Bidder
	By:
	Title:
STATE OF	_
COUNTY OF	_
Personally known to me, o	ore me thisday of, 20 or produced the following identification as proof
My Commission Expires:	
viy Commission Expires.	Notary Public
	Printed Notary Name
	Commission Expires:

#### DRUG FREE WORKPLACE CERTIFICATION

(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drugfree work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.
- 4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.		
Company Name	Authorized Signature	
Federal I.D. Number or SSN	Printed Name	

# GULF COUNTY LOCAL PREFERENCE APPLICATION

PROJECT NAME: Inmate Commissary S RFP NO:	Services
Name of Business:	
Address:	
City, State:	Zip code:
accordance with Gulf County Local Bidder  My business maintains its principal  My business has maintained a peri	place of business within Gulf County; OR manent place or places of business within Gulf County and has on a regular and continuing basis for at least six (6) months prior
Signature	
Date:	